

AGENDA  
LIVING WAGE ADVISORY BOARD MEETING  
June 1, 2022 - 11:00 a.m.  
**In-Person Meeting and Virtual Meeting via Skype**

Conducted from:  
Broward County Governmental Center Building  
115 S. Andrews Avenue, Room 302  
Fort Lauderdale, FL

- I. Call to Order and roll call.
  - II. Introductions as necessary.
  - III. Approval of March 2, 2022 minutes.
  - IV. Staff updates to report.
  - V. Updates from Board members on meetings with Commissioners regarding the Living Wage.
  - VI. Discussion and instruction to staff.
  - VII. Adjourn.
- 

**Special Instructions & Notes:**

1. Virtual Meeting Information:

*There are two ways to join the meeting:*

1. *Via your computer; click link below for Skype:*

[Join Skype Meeting](#)

And follow the on-screen prompts. If you have Trouble Joining? [Try Skype Web App](#)

2. *Via your phone*

Join by phone

Dial (954) 453-1630 (Ft. Lauderdale)

Use the Conference ID: 293594#

2. Click on the link below for a copy of the complete agenda & attachments:

[Agenda Package – June 1, 2022](#)

AGENDA  
LIVING WAGE ADVISORY BOARD MEETING  
June 1, 2022 - 11:00 a.m.  
**In-Person Meeting and Virtual Meeting via Skype**

3. Guidelines for **virtual public participation**:

- To promote social distancing and avoid risk of additional community spread, this meeting is not open to physical attendance by members of the public.
- If you are virtually attending this meeting, click on the link below and complete the Guest Speaker Form.

[Guest Speaker Form](#)

- The form must be submitted electronically, at least two days before the meeting to:  
  
lugarcia@broward.org.
- If you do not have the ability to view the meeting or provide public comment and wish to do so, please notify us at the following email address: [lugarcia@broward.org](mailto:lugarcia@broward.org), telephone number: (954) 357-6071 or physical mailing address: Lucy Garcia, Advisory Board Minutes Coordinator, 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301 at least two days before the meeting, so that the County can communicate the location of the access point to you.”

4. If you have any questions, please contact Lucy Garcia, Advisory Board Minutes Coordinator at [lugarcia@broward.org](mailto:lugarcia@broward.org) or (954) 357-6071.

**MINUTES**  
**LIVING WAGE ADVISORY BOARD MEETING**  
**Wednesday, March 2, 2022 - 11:00 a.m.**

**Living Wage Advisory Board Members Present:**

Mark Klein, Chair  
Zac Cassidy, Vice Chair  
Mike D. Payne, Board Member  
Chester Just, Board Member  
Eddie Edwards, Jr., Board Member  
Frank De Risi, Board Member

**Living Wage Advisory Board Members Absent:**

James Ryan, Board Member

**County Staff Present:**

Robert E. Gleason, Director, Purchasing Division  
Shelia Pitts-Howard, Administrative Officer Senior, Purchasing Division  
Alexa Francis, Administrative Officer, Purchasing Division  
Fernando Amuchastegui, Senior Assistant County Attorney, Office of the County Attorney  
Lucy Garcia, Program Project Coordinator, Purchasing Division (Minutes Coordinator)

- I. The Minutes Coordinator, Lucy Garcia called the meeting to order at 11:10 a.m. Roll call was conducted by Lucy Garcia and it was noted a quorum was present. The meeting was held in-person with four members attending in-person & two members attending virtually using WebEx.
- II. Introductions were made by the Advisory Board members. The Board also introduced the new Purchasing Director, Robert E. Gleason. The former Director, Brenda J. Billingsley retired as of December, 2021.
- III. **A motion was made by Mike Payne, seconded by Zac Cassidy and unanimously passed to accept the September 1, 2021 minutes.**
- IV. Staff Updates:
  - A. Alexa Francis briefly discussed the Living Wage Contracts Report for the December 2021 – February 2022 reporting period. There was one new living wage contract for the period. The other contract listed was due to a company name change from Arrowmail Presort Company, Inc. to Postal Center International, Inc. There was a brief discussion on the “Reporting Exemption” column.
  - B. The report provided by Human Resources will be addressed at the next meeting, if applicable.
- V. Updates from Board members on meetings with Commissioners regarding the Living Wage:
  - A. There were no other updates provided at this time.
  - B. Zac Cassidy did attend several of the Commission meetings and Budget workshops.
- VI. Discussion:
  - A. Mark Klein, Chair, provided a recap summary to the other Board Members regarding the lengthy discussion at the last meeting on the loophole concern, which the Advisory Board believed had been addressed and closed a few years back. Upon reviewing the current Living Wage Ordinance, it appears the language which was proposed by the Advisory Board to address the loophole at that time was not amended in the Living Wage Ordinance.

The loophole identified by the Advisory Board at the time was if the employer offers its employee health benefits at a higher premium but the employee declines, the employee is paid the lower living wage rate and the difference goes to the employer. The Advisory Board believes this loophole should be closed so that if the employee declines medical, the employee is paid the higher rate of the Living Wage. The Advisory Board believes this would eliminate the “loophole” for the employers. With the loophole still intact, if the employee declines the medical benefits (which is around \$3.57 per hour), that amount goes back to the vendor instead of the employee who declines the medical benefits and the money falls back into the vendor’s pocket. It should be if the employee refuses medical benefits, the money should go to the employee not the employer. This issue was addressed by the Advisory Board three years ago, and they thought this loophole was closed by the County Commission at that time.

Eddie Edwards, Board member also brought this up at the last meeting how he believes this does impact small businesses and does not give them a level playing field. This may pose an issue for small companies when they do their markups to submit their bids. The other members agreed that the Advisory Board had indeed discussed addressing the loophole by proposing language to be amended in the Living Wage Ordinance.

The Advisory Board members continued their lengthy discussion and were hoping to get further clarification on this issue which may have been overlooked at the time. Frank De Risi recalled that he may have had a brief discussion during one of his meetings with his Commissioner regarding the living wage rate plan increase. He believes they discussed how the living wage rate increase would be the highest increase ever, and this would encourage a lot of people to use the medical benefits plan; this would be what the County Commission wanted to achieve, to have more people use the medical benefits. From his recollection, this may have been the reasoning that was provided to him. The Advisory Board members also noted that back when the Living Wage Ordinance was first implemented, the intent of the Ordinance was to get the employee's medical benefits.

Fernando Amuchastegui, Senior Assistant County Attorney, reviewed the current Living Wage Ordinance Section 26-102, page 6 of 11, Subsection D.6 – Healthcare Benefits with the Advisory Board members which states the following, "If the covered employee declines healthcare benefits the covered employer may pay to the employee the living wage rate with healthcare benefits as described in 26-102, provided the covered employer provides to the County written proof of the covered employees declination." Mr. Amuchastegui noted that if the employee declines the healthcare coverage, the employer would not be required to pay the higher rate and could pay the lower rate instead. The Advisory Board reviewed the minutes from the February 6, 2013 meeting in which the loophole was first referenced by the Advisory Board. He asked the members to look in their agenda package for a copy of the memorandum dated October 14, 2014 from the former Director of Purchasing to the County Administrator providing the Advisory Board's recommendation to amend Section 26-102.b.3 to provide that "when a covered employee declines the employers' offered health care benefit plan, that the employee will receive the higher living wage hourly rate". However, it appears that the proposed language from the Advisory Board was not included in the amended Living Wage Ordinance.

Mr. Amuchastegui also added that a copy of the February 6, 2019 Advisory Board minutes was included in their agenda package, which has an overview provided by Glenn Marcos, Assistant Director for Purchasing at the time regarding the loophole concerns, which reads as follows, "As of December, 2018, the Board determined that the purpose of the living wage is to ensure that service contractors are providing healthcare benefits to their employees. So the issue, as far as the loophole, concerning the declination of healthcare by employees and getting paid the lower living wage rate, the Board feels that if the employer is offering healthcare benefits, and even though the employee declines; the employer gets to offer the lower rate not the higher rate. The Board believes that the overall purpose of the living wage rate is to offer healthcare. If employees start declining the healthcare benefits, several of the contractors made it known that declination means they have to pay higher rates for the healthcare benefits because their group pool will get smaller and smaller and that adversity will impact the contractor. Therefore, the Board considers the loophole concern has been addressed and closed based on the decision at the Commission Board meeting." The captioner's notes for 2014 and 2015 were also reviewed and Mr. Amuchastegui was unable to locate any reference to this specific discussion by the Board.

The Advisory Board members believe that perhaps the Commission Board at the time may have been focusing more on the medical gap, which at the time was way off, as compared to Miami Dade County.

Bob Gleason, Purchasing Director, asked the Advisory Board if he could provide some thoughts on the present discussion. He wanted to let the Advisory Board members know that the Commission Board has recently taken a lot of interest in the living wage due to several of the County's service contracts that have come up through the competitive bid process and will be resolicited for new contracts. Therefore, the living wage has become a high-level discussion point in awarding these new contracts. We must consider any potential impact on other contracts. He referred the Advisory Board members to the living wage presentation, which was presented by County Administration, and was provided in their agenda package. He suggested they review it and perhaps discuss it at the next meeting.

The Chair has tasked the Advisory Board members to go back and have this discussion with their respective Commissioners and bring their feedback to the next meeting. He recommended they use the October 14<sup>th</sup> memorandum as a point of reference.

- B. The Budget workshop calendar was provided to the Advisory Board Members.
- C. The Minutes Coordinator let the Board Members know that Jim Ryan, Board Member will be resigning from the Board due to medical issues. His request was submitted to the County Advisory Board Coordinator.
- D. The Chair wanted to know how the current vacancies on the Board are managed. The Minutes Coordinator provided a response that the County Advisory Board Coordinator manages and notifies the Commissioners of their Board vacancies.
- E. The Minutes Coordinator also provided the Advisory Board members with dates and times of availability, prior to this meeting, so their appointments could be scheduled to get their replacement ID badges.

Instruction to Staff:

- A. There was no further instruction given to Staff at this meeting.

VII. There being no further business before the Board, the meeting adjourned at 12:45 p.m.

This meeting was recorded on CD 22-SC-01 (Via WebEx).

**Hand-Outs at the 3/2/22 Meeting:**

1. Living Wage New Contracts Report.
2. Living Wage Workshop Presentation for 3/1/22
3. 2022 Living Wage Rate Poster
4. Living Wage Ordinance – Chapter 26
5. Schedule of 2022 Budget Workshops
6. Copy of the 2/6/19 Advisory Board Minutes & 10/14/14 Memorandum to County Administrator
7. Attendance Record.
8. Schedule of Living Wage Advisory Board Meetings for 2022.

**From:** [Garcia, Lucy](#)  
**To:** ["markacbbcamp@bellsouth.net"](#); ["zaccassidy"](#); ["miked1526@hotmail.com"](#); ["frankderisi@hotmail.com"](#); ["LegalMr@aol.com"](#); ["eddie@thecei.com"](#)  
**Cc:** [Gleason, Robert](#); [Pitts-Howard, Shelia](#); [Francis, Alexa](#); [Mcdonald, Mary](#); [Cuervo, Mary](#); [Amuchastegui, Fernando](#)  
**Subject:** LIVING WAGE ADVISORY BOARD (LWAB): Local State of Emergency and Advisory Boards Subject to 1-233  
**Date:** Tuesday, May 10, 2022 5:51:00 PM  
**Attachments:** [image002.png](#)  
**Importance:** High

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Good afternoon Living Wage Advisory Board Members,

Please read the email noted below as this will impact **the in-person quorum requirements for all advisory boards.**

Effective as of May 11, 2022, **in-person quorum must be achieved for each advisory board meeting to conduct business.**

Please let us know if you have any questions, prior to your next scheduled Advisory Board meeting which is on June 1, 2022.

Thank you,



Lucy Garcia  
Program Project Coordinator  
Broward County Purchasing Division  
115 S. Andrews Avenue, Fort Lauderdale, FL 33301  
(954) 357-6071 Fax: (954) 357-8535  
[www.broward.org/purchasing](http://www.broward.org/purchasing)

*Customer care is my priority. How am I doing? Please contact my Director, Robert E. Gleason, at [rgleason@broward.org](mailto:rgleason@broward.org) with feedback.*

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**From:** Cassini, C. Marty <MCASSINI@broward.org>  
**Sent:** Wednesday, April 20, 2022 3:38 PM  
**To:** Alexandre, Nancy <NALEXANDRE@broward.org>; Archie, Carl <CARCHIE@broward.org>; Bachmann, Michele <MBACHMANN@broward.org>; Bailey, Patricia <PBAILEY@broward.org>; Bayag, Brett <BBAYAG@broward.org>; Blake Boy, Barbara <BBLAKEBOY@broward.org>; Boselli, Ruth <RBOSELLI@broward.org>; Briggs, Linda <lbriggs@broward.org>; Burroughs, Cynthia <CYBURROUGHES@broward.org>; Carrano, Susanne <SCARRANO@broward.org>; Cassini, Gretchen <GCassini@broward.org>; Dipietro, James <JDIPIETRO@broward.org>; Dunlap, Phillip <PDUNLAP@broward.org>; Farmer, Stephen <SFARMER@broward.org>; Feinberg, Jack <JFEINBERG@broward.org>; Fejes, Suzanne <SFejes@broward.org>; Ferrer, Richard <RFERRER@broward.org>; Forelle, Sara <SFORELLE@broward.org>; Garcia, Lucy <LUGARCIA@broward.org>; Garviso, Merylin <MGARVISO@broward.org>; Gibbs, Anna

<Angibbs@broward.org>; Hagen, Cathy <chagen@broward.org>; Howard, Norman <NHOWARD@broward.org>; Jackson, Meoshi <MEJACKSON@broward.org>; Jackson, Tracy <TJackson@broward.org>; Jarone, Joseph <JKJARONE@broward.org>; Juncosa, Susan <sjuncosa@broward.org>; Jurado, Jennifer <JJURADO@broward.org>; Kuske, Bettina <BKUSKE@broward.org>; Lawson, Willowstine <WLAWSON@broward.org>; Lewin, Elsie <ELEWIN@broward.org>; Liechty, Jason <JLIECHTY@broward.org>; Lugo, Damaris <DLUGO@broward.org>; Mcdonald, Sandy-Michael <SMMCDONALD@broward.org>; Mcguire, Rebecca <RMCGUIRE@broward.org>; O'Geen, Joseph <JOGREEN@broward.org>; Piedrasanta, Shatara <SPIEDRASANTA@broward.org>; Powell, Carol <CAPOWELL@broward.org>; Reynolds, Mildred <MREYNOLDS@broward.org>; Ritter, Stacy <SRITTER@broward.org>; Sanford, Jay <jsanford@broward.org>; Sesodia, Josie <JSESODIA@broward.org>; Stevens, Tabitha <TSTEVENS@broward.org>; Stringfellow, Ava <ASTRINGFELLOW@broward.org>; Sunday, Susan <SSUNDAY@broward.org>; Thompson, Audrey <authompson@broward.org>; Toussaint, LaToya <LTOUSSAINT@broward.org>; Vunkannon, Lori <LVunkannon@broward.org>; Wiltshire, Rhonda <RWILTSHIRE@broward.org>; Wood, Emily <EMWOOD@broward.org>; Zerbe, Alison <AZERBE@broward.org>; Zurko, Chad <CZURKO@broward.org>

**Cc:** Labaty, Naomie <NLABATY@broward.org>; Carter, Kristin <KMCARTER@broward.org>; Ibrahim, Silvia <SIbrahim@broward.org>; Ortiz, Jeffrey <jeortiz@broward.org>

**Subject:** Local State of Emergency and Advisory Boards Subject to 1-233

**Importance:** High

Good afternoon,

As you are aware, Broward County has been anticipating the eventual need to sunset the local state of emergency (LSE) which has been in place since March 10, 2020. Please be advised we anticipate that the LSE will sunset on May 10th, 2022.

Since January 2021, advisory boards that are subject to Section 1-233 of the County Code of Ordinances have been able to include members participating in meetings virtually as well as those physically present to establish a quorum. Upon the expiration of the LSE (May 11, 2022), **in-person quorum must be achieved for each advisory board meeting to conduct business.** **Members of an advisory board may join a meeting and participate virtually or via phone. However, if an in-person quorum is not reached, any member who indicated that they would join virtually or via phone will be marked absent.**

We anticipate this reversion will lead to other questions, so meeting invites will follow this email to address any other potential issues.



*C. Marty Cassini*

County Administration

**Intergovernmental Affairs/Boards Section Manager**

Main Library, 8<sup>th</sup> Floor  
100 S. Andrews Avenue  
Fort Lauderdale, FL 33301  
(954) 357-7575 - Office  
(954) 599-8088 - Cell  
[mcassini@broward.org](mailto:mcassini@broward.org)



**From:** [Garcia, Lucy](#)  
**To:** "[miked1526@hotmail.com](#)"; "[eddie@thecei.com](#)"  
**Cc:** "[markacbbcamp@bellsouth.net](#)"; "[zaccassidy](#)"; "[frankderisi@hotmail.com](#)"; "[LegalMr@aol.com](#)"; [Gleason, Robert](#); [Pitts-Howard, Shelia](#); [Francis, Alexa](#); [Mcdonald, Mary](#); [Cuervo, Mary](#); [Amuchastegui, Fernando](#); [Labaty, Naomie](#); [Cassini, C. Marty](#); [boards](#)  
**Subject:** LIVING WAGE ADVISORY BOARD (LWAB): Member Reappointment  
**Date:** Wednesday, May 18, 2022 10:16:00 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)

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Good morning Mike Darryl Payne & Eddie Edwards, Advisory Board Members:

Please read the email noted below, as this will impact your current appointment status on the Living Wage Advisory Board.

In order to be reappointed to the Advisory Board, please ensure you communicate with your respective Commissioner for consideration of reappointment, before the June 7, 2022 Commission Meeting.

If you are not reappointed by the June 7<sup>th</sup> Commission meeting, you will be automatically removed from the Advisory Board.

Please reply back to confirm receipt of this email.

If you have any questions regarding your reappointment, please contact Naomie Labaty, Boards Administrator at [nlabaty@broward.org](mailto:nlabaty@broward.org) or (954) 357-5934.

Thank you,



Lucy Garcia  
Program Project Coordinator  
Broward County Purchasing Division  
115 S. Andrews Avenue, Fort Lauderdale, FL 33301  
(954) 357-6071 Fax: (954) 357-8535  
[www.broward.org/purchasing](http://www.broward.org/purchasing)

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**From:** Labaty, Naomie <[NLABATY@broward.org](mailto:NLABATY@broward.org)>  
**Sent:** Friday, May 13, 2022 11:29 AM  
**To:** Garcia, Lucy <[LUGARCIA@broward.org](mailto:LUGARCIA@broward.org)>  
**Cc:** Cassini, C. Marty <[MCASSINI@broward.org](mailto:MCASSINI@broward.org)>; [boards](#) <[boards@broward.org](mailto:boards@broward.org)>  
**Subject:** Member Reappointment -Living Wage Advisory Board

Good morning Lucy,

To avoid vacancies on the board, please have **Darryl Payne and Eddie Edwards** contact their respective commissioners (Alston and Moskowitz) so they may be considered for reappointment.

The deadline for reappointments is the June 7, 2022 Commission Meeting.

Please let me know if you have any questions.

Thank you and Happy Friday

**Naomie Labaty**

**Intergovernmental Affairs/Boards Section**

**Boards Administrator**

100 South Andrews Avenue

Main Library, 8<sup>th</sup> Floor

Fort Lauderdale, FL 33301

(954) 357-5934 (office)

(954) 295-5970 (mobile)





Finance and Administrative Services Department  
**PURCHASING DIVISION**

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

DATE: October 14, 2014  
TO: Bertha Henry, County Administrator  
FROM: Brenda J. Billingsley, Director *BJB*  
Purchasing Division

SUBJECT: Living Wage Advisory Board Recommendation to Amend Living Wage Ordinance - Declination of Employer's Health Benefit Plan by Service Contractor Employees

The Living Wage Advisory Board (LWAB), at its meeting of October 1, 2014, requested that the Purchasing Division, as its assigned agency coordinator, forward its recommendation to the Commission to amend the Living Wage Ordinance based upon the discussion item below and the related motion made and unanimously passed by the LWAB members:

- **Discussion:** The LWAB proposes to recommend amending Section 26.102.b.3 of the Living Wage Ordinance whereby, when a covered employee declines the employers' offered health care benefit plan, that the employee will receive the higher living wage hourly rate; currently set at \$12.95 per hour (**Attachment 1**).
- **Motion:** If the employee declines the health insurance, they get paid the higher living wage rate. Motion was unanimously passed by the Advisory Board members.

In response to the LWAB's proposed recommendation, the Purchasing Division staff surveyed other public entities around the country with enacted living wage ordinances, in order to identify how these entities addressed the declination of healthcare benefits by service contractor employees and its impact to the employee's hourly compensation. As a result of this survey, please find attached a matrix of the results that highlights the findings and responses of the survey participants (**Attachment 2**).

October 14, 2014

Living Wage Advisory Board Recommendation to Amend Living Wage Ordinance

Page 2 of 2

Also attached is additional staff research identifying the employee health benefit declination rates for a sampling of the County's ten highest employee-count living wage service contracts, as well as the corresponding declination rates for County employees, and more specifically, those county employees whose job classifications are subject to the Living Wage Ordinance (**Attachments 3 and 4**).

I am available for discussion or if there is additional information required, please do not hesitate to contact me.

Attachments

BJB/mr/lg

c: Rob Hernandez, Deputy County Administrator  
Monica Cepero, Assistant County Administrator  
Robert R. Miracle, CPA, Acting CFO/Director, Finance and Administrative Services  
Department  
Glenn Miller, Assistant County Attorney  
Connie Mangan, Purchasing Manager, Purchasing Division  
Mark Roberts, Purchasing Agent III, Purchasing Division

**Sec. 26-102. - Living wage.**

**(b)** *Health care benefits.*

**(3)** If the health care benefits plan provided by a covered employer or the County requires an initial period of employment before a new employee becomes eligible for the health care benefits (eligibility period), the covered employer or the County shall pay the Ten Dollars Eighty-two Cents (\$10.82) per hour wage scale, as adjusted, during a new employee's initial eligibility period. When the new employee is provided health care benefits upon completion of the eligibility period, the covered employer or the County may qualify to pay the living wage rate applicable for employees that are provided health care benefits. If the covered employee declines the health care benefits the covered employer may qualify to pay the living wage rate applicable for employees that are provided health benefits if the covered employer provides to the County written proof of the covered employee's declination.

Living Wage Ordinance Benchmarking Survey Results Matrix  
 Covered Employee's Declination of Employer Health Benefit Plan and the Impact on Hourly Rate Paid

1	What is your Public Entity's Name:	Cook County	City of Los Angeles	City of Boston	Miami-Dade County	County of Santa Cruz	City of Miami Beach	Westchester County (DSS) Medical Home Care Services
2	What State are you located in?:	Illinois	California	Massachusetts	FL	California	Florida	New York
3	Name of Entity's Contact Person/Responder:	Samuel Steinberg	Sophy Tzeng	Mimi Turchinetz	Alice Hidalgo-Gato	Kevin Bratcher	Raquel Aieta	Jose A. Alonso
4	Telephone Number for Entity Contact Person/responder:	(312) 603-6432	(213) 847-2632	(617) 918-5259	(305) 375-3153	(831) 454-2721	(305) 673-7490 x 6266	(914) 231-3622
5	Email address for Entity Contact Person/Responder:	samuel.steinberg@cookcountyil.gov	Sophy.Tzeng@lacity.org	mimi.turchinetz@boston.gov	amhg@miamidade.gov	kevin.bratcher@santacruzcounty.us	RaquelAieta@miamibeachfl.gov	Jaa8@westchestergov.com
6	Does your public entity have a Living Wage Ordinance (LWO) that covers service contractors that contract with your entity and its covered employees?	YES	YES	YES	YES	YES	YES	YES
7	Are your entity's published living wage rates comprised of a lower base hourly rate with qualifying health care benefits consisting of an employer's minimum hourly contribution amount?	NO, lower living wage rate with no hourly contribution amount towards the provision of health care benefits.	YES, lower base living wage rate with additional hourly contribution amount towards the provision of health care benefits.	NO, lower living wage rate with no hourly contribution amount towards the provision of health care benefits.	YES, lower base living wage rate with additional hourly contribution amount towards the provision of health care benefits.	YES, lower base living wage rate with additional hourly contribution amount towards the provision of health care benefits.	YES, lower base living wage rate with additional hourly contribution amount towards the provision of health care benefits.	YES, lower base living wage rate with additional hourly contribution amount towards the provision of health care benefits.
	Question no. 7 Additional Information:						The option is provided at a lower base hourly rate with qualifying health care benefits or a higher rate without benefits	\$11.50 / hourly plus health benefits
8	Does your entity also have a published higher hourly living wage rate that is payable to the employee if health care benefits are not provided by the employer?	YES	YES	NO	YES	YES	YES	YES
	Question No. 8 Additional Information:						see above	or \$13.00 / hourly
9	Under your entity's LWO and where health care benefits are provided by the employer, if the covered employee declines the employer's health care benefit plan, can the employer qualify to pay the employee the lower living wage hourly rate or must the employer still pay the employee the higher living hourly wage?	N/A	N/A	N/A	YES, employer can pay the lower living wage rate if employee declines its employer's health benefit plan.	N/A	NO, employer must pay the higher living wage rate if employee declines its employer's health benefit plan.	NO, employer must pay the higher living wage rate if employee declines its employer's health benefit plan.

Living Wage Ordinance Benchmarking Survey Results Matrix  
 Covered Employee's Declination of Employer Health Benefit Plan and the Impact on Hourly Rate Paid

1	What is your Public Entity's Name:	Cook County	City of Los Angeles	City of Boston	Miami-Dade County	County of Santa Cruz	City of Miami Beach	Westchester County (DSS) Medical Home Care Services
	Question No. 9 Additional Information:	Our ordinance is quiet on this point	If health benefits are provided with no out of pocket costs, an employee cannot decline the health benefits. However, if there are out of pocket costs, and the employee declines health benefits, then the employer must pay the higher living hourly wage.		yes, only if employee only coverage is at no cost to the employee		Our LWO has been in effect for 10 years. I am not aware that this issue has ever come up.	\$13.00 / hourly
10	If under your entity's LWO, the covered employee declines the health care benefits in writing (i.e. written declination) and is subsequently paid the higher living wage hourly rate, is the covered employee required to provide written proof of health care coverage acquired elsewhere to its employer and the entity?	N/A	N/A	N/A	NO, employee paid higher living wage hourly rate, but no written proof of health care coverage required to be provided.	N/A	NO, employee paid higher living wage hourly rate, but no written proof of health care coverage required to be provided.	NO, employee paid higher living wage hourly rate, but no written proof of health care coverage required to be provided.
	Question No. 10 Additional Information:	Our ordinance is quiet on this point	An employee cannot decline health care benefits even if they have health care coverage elsewhere.				Our LWO has been in effect for 10 years. I am not aware that this issue has ever come up.	
11	OPTIONAL: Please provide any additional information to clarify or support your responses.			Would love to see your ordinance and see who responds to your questionnaire- Mimi T				

Living Wage Service Contractor Employees; Declination Rates of Employer Provided Healthcare Benefits  
The Average Living Wage Service Contractor Employee Declination Rate is: 79% (per nine contract survey below)

Contract No.	Firm	Description of Service
R1122905P1	KEOLIS	Airport Shuttle Bus & Transportation Services
<b>Description</b>	<b>Quantity</b>	<b>Percentage</b>
Total Employees:	94	100%
Employees Accepting	53	56%
Employees Declining	41	44%

Contract No.	Firm	Description of Service
R1073611P1/P2	SUNSHINE CLEANING SYSTEMS, INC.	Terminal 1 and RCC (Group 1) and Terminals 2, 3, 4 and AOCC (Group 2)
<b>Description</b>	<b>Quantity</b>	<b>Percentage</b>
Total Employees:	233	100%
Employees Accepting	63	27%
Employees Declining	170	73%

Contract No.	Firm	Description of Service
R0899203P1	Chi-Ada Corporation	Janitorial Services for Main Library
<b>Description</b>	<b>Quantity</b>	<b>Percentage</b>
Total Employees:	7	100%
Employees Accepting	0	0%
Employees Declining	7	100%

Contract No.	Firm	Description of Service
E0665505P3	Chi-Ada Corporation	Janitorial Services In Lrg. Broward Facilities
<b>Description</b>	<b>Quantity</b>	<b>Percentage</b>
Total Employees:	4	100%
Employees Accepting	0	0%
Employees Declining	4	100%

Contract No.	Firm	Description of Service
E0665505P2	SUNSHINE CLEANING SYSTEMS INC	JANITORIAL SERVICES, BRANCH LIBRARIES
<b>Description</b>	<b>Quantity</b>	<b>Percentage</b>
Total Employees:	25 (PT) + 4 (FT)	100%
Employees Accepting	0	0%
Employees Declining	4	100%

Contract No.	Firm	Description of Service
R1049104P1	Triangle Services, Inc.	Janitorial Services to Broward County Government Building
<b>Description</b>	<b>Quantity</b>	<b>Percentage</b>
Total Employees:	23	100%
Employees Accepting	0	0%
Employees Declining	23	100%

Contract No.	Firm	Description of Service
R1226007PX	Triangle Services, Inc.	Janitorial Services for the Broward County Judicial Complex
<b>Description</b>	<b>Quantity</b>	<b>Percentage</b>
Total Employees:	42	100%
Employees Accepting	0	0%
Employees Declining	42	100%

Contract No.	Firm	Description of Service
D0742104B4	G4S Secure Solutions	Security Guard Services
<b>Description</b>	<b>Quantity</b>	<b>Percentage</b>
Total Employees:	75	100%
Employees Accepting	39	52%
Employees Declining	36	48%

Contract No.	Firm	Description of Service
V0696801B1	AMT, InkTel	Paratransit Transportation Services
<b>Description</b>	<b>Quantity</b>	<b>Percentage</b>
Total Employees:	172	100%
Employees Accepting	124	72%
Employees Declining	48	28%

Contract No.	Firm	Description of Service
H1110709B1	Alpha Staffing, COCHHBHA - CEI Staffing	Temporary Personnel Services
<b>Description</b>	<b>Quantity</b>	<b>Percentage</b>
Total Employees:	79	100%
Employees Accepting	0	0%
Employees Declining	79	100%



**Roberts, Mark**

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**From:** Morrison, Lisa  
**Sent:** Monday, September 29, 2014 10:19 AM  
**To:** Roberts, Mark  
**Cc:** Kelleher, Kevin; Billingsley, Brenda; Woods, Sharon; Walbridge, Karen  
**Subject:** RE: Employee Health Benefits Declination Rate

Mark,  
 Here are our stats:

Employee Count	#	%
Benefit Eligible	5,245	
Waived Coverage	819	(16%) (819/5245)
Employees earning \$11.46 or \$10.63 (Bus Driver Trainees)	50	
Enrolled in health	37	
Waived Coverage	13	(26%) (13/50)

Lisa Morrison  
 Benefits Manager  
 Human Resources Division  
 115 S. Andrews Avenue, Room 514, Fort Lauderdale, FL 33301  
 Office: 954-357-6720 Fax: 954-728-2777  
 Benefits Mailbox: [benefits@broward.org](mailto:benefits@broward.org)  
 Websites: [Broward.org/benefits](http://Broward.org/benefits) & [Broward.org/mywellness](http://Broward.org/mywellness)

\*Customer Care is my priority. How am I doing? Please contact my manager, Kevin Kelleher at [kkelleher@broward.org](mailto:kkelleher@broward.org) with feedback.\*

 @BrowardCareers

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**From:** Roberts, Mark  
**Sent:** Friday, September 26, 2014 5:51 PM  
**To:** Morrison, Lisa  
**Cc:** Kelleher, Kevin; Billingsley, Brenda; Woods, Sharon; Walbridge, Karen  
**Subject:** Employee Health Benefits Declination Rate

Hi Lisa,

I need to provide the Living Wage Advisory Board (LWAB) with some data on the declination rate for service contractor employees that decline the employer's health benefits when providing services under a living wage contract. The next LWAB meeting is on Wednesday, October 1.

For the living wage service contractor employee declination data, I have a number of agency contract administrators assisting me to this end.

As a comparison however, I thought it might be helpful to also include what the declination of health benefits rate is for the County benefit eligible employees. I myself am one of those County employees who annually

waives the County's healthcare benefit plan since I am covered under my wife's employer's plan. I am sure there are more, but maybe not many.

Is it possible to quickly obtain this data? I would be interested in the declination rate based on all benefit eligible employees and additionally the subset of County employees that have job descriptions covered under the LWO and what their declination rate is.

Let me know if you would like to discuss further and/or need clarification.

Thank you.



Mark Roberts, CPPB, Purchasing Agent III  
Purchasing Division  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
Ph: 954-357-6164 Fax: 954-357-6778  
[www.broward.org/purchasing](http://www.broward.org/purchasing)

*Customer Care is my priority. How am I doing? Please contact my Manager, Karen Walbridge, at [kwalbridge@broward.org](mailto:kwalbridge@broward.org) with feedback.*

## **ARTICLE VII. LIVING WAGE**

### **Sec. 26-100. Title and legislative findings.**

- (a) *Title.* Sections 26-100 through 26-105 of Article VII of Chapter 26, Broward County Code, may be cited as the "Broward County Living Wage Ordinance" or the "Living Wage Ordinance."
- (b) *Legislative findings.* The County awards contracts and leases County property to private companies to provide services to the County and the public. The County has a proprietary interest in the work performed by employees of County service contractors, airline service providers, subcontractors, and County lessees. The wages paid to these employees are often not enough for them to support and care for their families, thereby inhibiting employee retention and negatively impacting the quantity and quality of services rendered by these employees to the County and the public.

(Ord. No. 2018-46 , § 1, 12-11-18)

Editor's note(s)—Ord. No. 2018-46 , § 1, adopted Dec. 11, 2018, repealed the former § 26-100 and enacted a new § 26-100 as set out herein. The former § 26-100 pertained to title and derived from Ord. No. 2002-45, § 1, adopted Oct. 8, 2002 and Ord. No. 2008-45, § 1, adopted Oct. 7, 2008.

### **Sec. 26-101. Definitions.**

As used in the Living Wage Ordinance, reference to one gender shall include all others; use of the plural shall include the singular; and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different meaning:

- (a) *Airport* means the Fort Lauderdale-Hollywood International Airport.
- (b) *Airport Terminal Complex* means all passenger terminal buildings located at the Airport, whether now existing or developed in the future.
- (c) *Air Carrier* means a certificated commercial air carrier that has authority from the appropriate regulatory department of the United States of America, or any other competent authority, to operate in and out of the Airport.
- (d) *Airline service provider* means any for profit individual, corporation, partnership, limited liability company, joint venture, or similar entity that provides covered airport services as authorized by an airline service provider agreement, and any subcontractor of any such individual or entity regarding the subcontractor's provision of covered airport services.
- (e) *Car Rental Center* means the facility located within the Airport terminal roadway system designated for rental car concession operations and for pick-up and delivery of customers by nonconcessionaire rental car companies and by Airport users, including any future modifications to this facility.
- (f) *Concessionaire* means a service contractor awarded a County contract at the Airport Terminal Complex or Car Rental Center for the Duty Free Shop, Food and Beverage, News-General Merchandise-Book Store, and Specialty Retail Shops.
- (g) *County* means Broward County, a political subdivision of the State of Florida.
- (h) *Covered employee* means:

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- (1) Each individual employed by a service contractor for a minimum of twenty (20) hours per week who, during the employment, is or was involved in providing services pursuant to the service contractor's contract with the County, except where the individual's primary compensation is composed of tips;
  - (2) Each individual employed by an airline service provider who, during the employment, is or was involved in providing covered airport services pursuant to Section 26-101(l). Individuals employed by an airline service provider whose primary compensation is composed of tips are not covered employees, except for wheelchair attendants, skycaps, and employees performing porter assistance services, including curbside check-in, as described in Section 26-101(l)(6); and
  - (3) Each County employee who is in a part-time benefit eligible or full-time benefit-eligible position, as determined by the County.
- (i) *Covered employer* means all service contractors and all airline service providers.
- (j) *County service contracts or service contracts* means:
- (1) Contracts awarded by the County pursuant to the County's Procurement Code or entered into after a waiver of the Procurement Code that are for covered services and where the average annual contract amount exceeds One Hundred Thousand Dollars (\$100,000.00) based on the applicable procurement solicitation document;
  - (2) Contracts, regardless of value, at the Airport Terminal Complex or Car Rental Center, awarded to concessionaires, pursuant to Chapter 26, "Operational Policy, Aviation," Parts I and II, of the Broward County Administrative Code, or pursuant to a waiver of the Operational Policy; and
  - (3) Contracts entered into by airline service providers to perform covered airport services.
- (k) *Covered services* means the following services purchased by the County:
- (1) Food preparation or distribution;
  - (2) Security services;
  - (3) Routine maintenance services, such as janitorial, cleaning, refuse removal, recycling collections, and other similar services that are needed or that are anticipated to be needed for normal upkeep of facilities during the term of the service contract. Construction and roofing services shall not be considered routine maintenance services;
  - (4) Repair or refinishing services for furniture, fixtures, vehicles, machinery, or equipment, including preventative maintenance replacement of parts, and other activities needed to preserve the asset. Construction and roofing services shall not be considered repair or refinishing services;
  - (5) Clerical or other nonsupervisory office work, whether by temporary or permanent personnel. Such work includes secretarial, typing, data entry, filing, transcription, specialized billing, sorting or completion of forms, and word, data, and information processing;
  - (6) Passenger transportation and automobile parking services. Such services, when provided by or through government entities other than the County, shall not be included in this category;
  - (7) Printing and reproduction services; and
  - (8) Landscaping, lawn, or agricultural services.
- (l) *Covered airport services* means the following services:
- (1) *Ground Handling or Ramp Services for Air Carrier*. To guide aircraft to a parking position for purposes of loading and unloading passengers, baggage, mail, or cargo from aircraft with required equipment to designated locations on the Airport; accept and process inbound and

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outbound shipments at designated cargo handling building; and provide lavatory waste services and provisioning of water service for aircraft;

- (2) *Ground Equipment Provisioning and Maintenance for Air Carrier.* To repair, maintain, and refuel all ground equipment whether owned or leased that is used by an airline service provider or Air Carrier, including, but not limited to, tugs, carts, belt-loaders, aircraft starters, aircraft loading stairs, and air-conditioning units. Such ground equipment shall not include automobiles, trucks, or other vehicles designed for use on public streets, either on or off of the Airport;
  - (3) *Maintenance for Air Carrier.* To provide maintenance to an Air Carrier on the aircraft parking aprons located at the terminal buildings;
  - (4) *In-To-Plane Fuel Service for Air Carrier.* To transfer fuel from the Airport's fuel farm to an Air Carrier, and to uplift fuel into the proper locations on the aircraft;
  - (5) *Passenger Service for Air Carrier.* To provide all documents for Air Carrier passengers, cargo, and baggage as may be required by applicable governmental agencies; to provide and handle passenger ticketing and baggage check-in; to furnish linguists for the assistance of passengers speaking a foreign language; to provide assistance for mishandled luggage; and to provide passenger assistance functions in concourses and customs facilities, including, but not limited to, unaccompanied minor services;
  - (6) *Porter Service for Air Carrier.* To handle and transport passenger baggage and other articles of personal property through the terminal buildings and areas, including the United States Federal Inspections areas and Transportation Security Administration areas. Such service includes, but is not limited to, skycaps, wheelchair attendants, luggage runners, electric cart drivers, and employees performing porter assistance services, including curbside check-in;
  - (7) *Janitorial Service for Air Carrier.* To provide personnel, equipment, and material to clean the interior areas of the terminal buildings;
  - (8) *Security Service for Air Carrier.* Security service includes document checkers at security check points, aircraft security, catering security, and private screening of goods and passengers. Security service does not include service provided by the federal government or pursuant to a federal government contract;
  - (9) *Baggage Delivery Service for Air Carrier.* To handle and transport from the Airport misplaced or misrouted baggage or other articles belonging to passengers;
  - (10) *Aircraft Cleaning For Air Carrier.* To clean aircraft interiors and exteriors; and
  - (11) *Operating Private Club for Air Carrier.* To operate a private club in a terminal building exclusively for an Air Carrier's passengers which may serve snacks and beverages and provide other related services.
- (m) *Health care benefits* means health insurance coverage.
- (n) *Living wage* means the hourly rate of pay required by this Ordinance.
- (o) *Service contractor* means any for profit individual, corporation, partnership, limited liability company, joint venture, or similar entity that:
- (1) Is paid, whether directly or indirectly, from one (1) or more of the County's general fund, enterprise funds, capital project funds, or any other funds to provide covered services to the County pursuant to a service contract;

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- (2) Contracts with a service contractor as described in Section 26-101(o)(1) to provide some of the covered services included in the service contract between that service contractor and the County; or
  - (3) Is a concessionaire.

(Ord. No. 2002-45, § 2, 10-8-02; Ord. No. 2008-45, § 1, 10-7-08; Ord. No. 2015-41, § 1, 10-13-15; Ord. No. 2018-46, § 1, 12-11-18; Ord. No. 2021-51, § 1, 11-4-21)

## **Sec. 26-102. Living wage.**

### (a) *Living wage requirement.*

- (1) *Living Wage Obligation through December 31, 2018.* Through December 31, 2018, each covered employer shall pay each of its covered employees the amount listed in paragraph a. or b. immediately below:
  - a. *Living wage rate with health care benefits.* A living wage of no less than Twelve Dollars and Thirty-eight Cents (\$12.38) per hour, in addition to health care benefits as described in Section 26-102(d) below.
  - b. *Living wage rate without health care benefits.* If a covered employer does not offer a covered employee health care benefits, a living wage of no less than Twelve Dollars and Thirty-eight Cents (\$12.38) per hour, plus an additional wage rate of One Dollar and Sixty-one Cents (\$1.61) per hour.
- (2) *Living Wage Obligation Effective January 1, 2019, for New Contracts Entered Into on or after January 1, 2019.* Each covered employer entering into a new service contract on or after January 1, 2019, shall pay each of its covered employees the amount listed in paragraph a. or b. immediately below:
  - a. *Living wage rate with health care benefits.* A living wage of no less than Thirteen Dollars and Twenty-seven Cents (\$13.27) per hour, adjusted as provided below, in addition to health care benefits as described in Section 26-102(d) below.
  - b. *Living wage rate without health care benefits.* If a covered employer does not offer a covered employee health care benefits, a living wage of no less than Thirteen Dollars and Twenty-seven Cents (\$13.27) per hour, plus the health care benefit amount, as defined below in Section 26-102(d)(1), adjusted as provided below.
- (3) *Living Wage Obligation Effective January 1, 2019, for Contracts Entered Into Prior to January 1, 2019, Including Renewals, Amendments, and Extensions Thereof.* Commencing January 1, 2019, each covered employer with a service contract entered into prior to January 1, 2019, shall pay each of its covered employees the amount listed in paragraph a. or b. immediately below, subject to the conditions precedent stated in paragraph c. immediately below:
  - a. *Living wage rate with health care benefits.* A living wage of no less than Thirteen Dollars and Twenty-seven Cents (\$13.27) per hour, adjusted as provided below, in addition to health care benefits as described in Section 26-102(d) below.
  - b. *Living wage rate without health care benefits.* If a covered employer does not offer a covered employee health care benefits, a living wage of no less than Thirteen Dollars and Twenty-seven Cents (\$13.27) per hour, plus the health care benefit amount, as defined below in Section 26-102(d)(1), adjusted as provided below.
  - c. *Conditions Precedent.* Notwithstanding anything to the contrary stated in Section 26-102, each covered employer shall continue to pay the living wage rate with health care benefits or the living

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wage rate without health care benefits, as applicable, that would otherwise be in effect prior to the adoption of this amendment to the Living Wage Ordinance, adjusted as provided in Section 26-102(e), unless and until the condition established in either paragraph 1 or paragraph 2 immediately below occurs:

1. The County and the covered employer enter into a written amendment expressly applying to the underlying service contract the higher living wage and health care benefit amount established by this amendment to the Living Wage Ordinance. The amendment may provide funding by the County to reasonably mitigate increased costs, if any, resulting from this amendment to the Living Wage Ordinance provided (i) the covered employer certifies in writing that any such funding provided by the County equals or is less than the amount of such increased costs; (ii) the County's contract administrator certifies in writing that, after diligent review of applicable documentation, the contract administrator concurs with the covered employer's certification; and (iii) the County's payment of any such mitigation costs is funded through the same funding source used for payments under the underlying contract (e.g., general fund dollars may only be used to pay mitigation costs in connection with those contracts funded through general fund dollars); or
2. The covered employer provides written consent and express waiver of any objection or defense to the application of the higher living wage established by this amendment to the Living Wage Ordinance, in form and substance approved by the Office of the County Attorney.

On or before April 1, 2019, the County Administrator, through applicable staff, shall present to the County Commission each affected service contract entered into prior to January 1, 2019, as to which neither the condition stated in paragraph 1 nor the condition stated in paragraph 2 has been met, and shall concurrently recommend in writing whether each such contract should be terminated for convenience (as permitted under the contract) or continued. For each contract as to which staff is recommending a continuation, staff's recommendation shall state the operational justification for such continuation. The County Commission, after considering staff's recommendations, shall determine the appropriate action to take regarding each contract.

With regard to service contracts entered into prior to January 1, 2019, as to which neither the condition stated in paragraph 1 nor the condition stated in paragraph 2 has been met, staff may not approve any amendment, renewal, or extension thereof unless the amendment, renewal, or extension includes a commitment by the covered employer to pay, upon the commencement of the amendment, renewal, or extension, the higher living wage established by this amendment to the Living Wage Ordinance. Any amendment, renewal, or extension that does not include this commitment may be approved only by the County Commission, and any contrary prior delegation of authority to staff is hereby rescinded.

- (b) *No pass through.* Any increased living wage or health care benefit costs resulting from the Living Wage Ordinance shall not be passed through to the County unless clearly disclosed to and expressly approved by the Board of County Commissioners.
- (c) *County employees.* Commencing with the first full pay period after January 1, 2019, for part-time benefit-eligible or full-time benefit-eligible County employees under the County pay plan, the County will pay a living wage of no less than Thirteen Dollars and Twenty-seven Cents (\$13.27) per hour, adjusted as provided below, in addition to health care benefits as hereinafter described.
- (d) *Health care benefits.*
  - (1) *Health care benefit amount.* The health care benefit amount required by the Living Wage Ordinance shall consist of payment by a covered employer, or by the County for its employees, of an amount

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- ("health care benefit amount") toward the provision of health care benefits for a covered employee and dependents, as follows:
- a. Effective January 1, 2019, a health care benefit amount of at least One Dollar and Sixty-three Cents (\$1.63) per hour, adjusted as provided below on January 1, 2020.
  - b. Effective January 1, 2021, a health care benefit amount of at least Three Dollars and Forty-four Cents (\$3.44) per hour, adjusted as provided below beginning on January 1, 2022.
- (2) *Proof of health care benefits.* A covered employer must submit a notarized affidavit of compliance as proof of the provision of health care benefits to qualify to pay the living wage rate for covered employees with health care benefits.
  - (3) The minimum contribution by a covered employer (or the County for its employees) for health care benefits on a per-hour basis shall be calculated based on a forty (40) hour work week. Hours worked by a covered employee in excess of forty (40) hours per week shall not require additional payments towards the provision of health care benefits.
  - (4) If a covered employer or the County, as applicable, contributes less than the required amount for its covered employee's health care benefits, the difference shall be paid to the covered employee as an additional hourly wage amount.
  - (5) If the health care benefits plan provided requires an initial period of employment before a new covered employee becomes eligible for the health care benefits ("eligibility period"), the covered employer or the County, as applicable, shall pay the living wage amount and the additional health care benefit amount during a new covered employee's eligibility period. When the new covered employee is provided health care benefits, the covered employer may qualify to pay the living wage rate applicable for covered employees that are provided health care benefits.
  - (6) If a covered employee declines health care benefits, the covered employer may pay to the employee the living wage rate with health care benefits, as described in Section 26-102(a)(2)a, provided the covered employer provides to the County written proof of the covered employee's declination.
- (e) *Adjusting the living wage and health care benefit amount.* Beginning on January 1, 2020 (or beginning on January 1, 2019, for those service contracts entered into prior to January 1, 2019, as to which the new, higher living wage rate established by this amendment to the Living Wage Ordinance is not in effect as of January 1, 2019), and thereafter on January 1 of each year, the living wage and health care benefit amount shall be adjusted annually by the lowest of the following three (3) percentages:
- (1) The percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), All Items, Miami-Ft. Lauderdale-West Palm Beach, FL, calculated by the United States Department of Labor, for the immediately preceding period of November 1 through October 31;
  - (2) Three percent (3%); or
  - (3) The percentage across-the-board compensation increase provided by the County to unrepresented County employees.
- (f) *Certification required before payment.* Any and all contracts for covered services shall be void, and no funds may be released unless, prior to entering any contract with the County for a service contract, the covered employer certifies to the County that it will pay each of its covered employees no less than the living wage described in the applicable section above. The certificate, at a minimum, must include the following:
- (1) The name, address, and telephone number of the covered employer, a local contact person, and the specific project for which the service contract is sought;
  - (2) The amount of the contract and the applicable County department the contract will serve;



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- (3) A brief description of the project or service provided;
  - (4) A statement of the wage levels for all covered employees; and
  - (5) A commitment to pay all covered employees a living wage, as described in subsection (a).
- (g) *Observance of other laws.* Every covered employee shall be paid at least biweekly, and without subsequent deduction or rebate of any amount (except for such payroll deductions as are directed or permitted by law or a collective bargaining agreement). The covered employer shall, at a minimum, pay covered employees the living wage rates required by the Living Wage Ordinance and shall also comply with federal and all other applicable laws and ordinances, such as overtime and other wage laws and ordinances.
- (h) *Posting.* A copy of the living wage rate shall be posted by the covered employer at the workplace in a prominent place where it can easily be seen by covered employees and shall be furnished to a covered employee within a reasonable time after a request to do so. A copy of the living wage rate shall be posted by the covered employer's subcontractors in a prominent place at the subcontractor's premises where paychecks are distributed and shall also be furnished to a covered employee upon request within a reasonable time after the request is made. Additionally, service contractors shall forward a copy of the requirements of the Living Wage Ordinance to any individual and any entity submitting a bid for a subcontract on any County service contract covered by this article. A covered employer shall also provide the following statement to each covered employee with the employee's first paycheck and every six (6) months thereafter: "You are required by Broward County ordinance to be paid at least [insert applicable rate pursuant to the Living Wage Ordinance] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices required by this paragraph shall be printed in English, Spanish, and Creole. The statements shall be provided in the manner set forth below:
- (1) By printing or stamping the statements on the front of the covered employee's first paycheck or, if the covered employee has direct deposit of his or her pay, the covered employer may print or stamp the statements on the inside or outside of the covered employee's first direct deposit receipt; or
  - (2) By attaching or endorsing the printed or stamped statements with the covered employee's first paycheck or direct deposit receipt and subsequently providing a notarized compliance affidavit from the covered employer to the County acknowledging that the statements were provided to the covered employee with his or her first paycheck.
- (i) *Inconsistency with Applicable Law or Collective Bargaining Agreement.* The provisions of the Living Wage Ordinance shall not be applicable to the extent they conflict with federal or state law. Additionally, nothing in the Living Wage Ordinance shall require the payment of any wage where the applicable covered employee is a member of a collective bargaining unit that has collectively bargained for a higher wage.

(Ord. No. 2002-45, § 3, 10-8-02; Ord. No. 2008-45, § 1, 10-7-08; Ord. No. 2014-35, § 1, 10-14-14; Ord. No. 2015-41, § 2, 10-13-15; Ord. No. 2018-46, § 1, 12-11-2018; Ord. No. 2019-10, § 1, 2-26-19)

## **Sec. 26-103. Implementation.**

- (a) *Procurement specifications.*
- (1) Payment of the living wage shall be required by the procurement specifications for all County service contracts for covered services on which bids or proposals shall be solicited on or after the effective date of this article. Such procurement specifications shall also require each firm that utilizes a subcontractor to inform each subcontractor, prior to the time the subcontractor offers its price to such firm, of its obligation to pay a living wage to its covered employees. The procurement specifications for applicable contracts shall include a requirement that service contractors agree to produce all documents and records relating to payroll and that service contractors agree to comply with the

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obligation to maintain payroll records for covered employees for at least three (3) years from the date of termination of the service contract and to produce such records for inspection and copying upon request from the applicable contract administrator ("contract administrator" shall have the same meaning as set forth in the Broward County Procurement Code) or the County Administrator.

- (2) By submitting a bid or proposal in response to a County Procurement solicitation and accepting a contract that requires compliance with this article, each service contractor agrees to and shall be bound by the determinations made in accordance with the rules and procedures established pursuant to Section 26-104 hereof if a person or subcontractor submits a dispute for determination in accordance with such section. Each such service contractor expressly agrees to be bound by the provisions and procedures set forth and by any sanctions and remedies imposed pursuant to this article.

(b) *Airline service provider agreements.*

- (1) Airline service provider agreements authorize airline service providers to perform covered airport services. These agreements shall contain provisions requiring the airline service providers to agree to the following:
- a. To pay a living wage;
  - b. To inform each subcontractor of its obligation to pay a living wage to its covered employees, and ensure that each applicable subcontract contains language requiring that this obligation be met;
  - c. To produce all documents and records relating to payroll and agree to comply with the obligation to maintain payroll records for covered employees for at least three (3) years from the date of termination of the service contract; and
  - d. To produce such records for inspection and copying upon request from the Aviation Department, County Administrator, or the Office of the Broward County Auditor.
- (2) By entering into a contract to provide covered airport services, an airline service provider agrees to and shall be bound by the provisions and procedures set forth and by any sanctions and remedies imposed pursuant to this article, including determinations pursuant to Section 26-104 if a dispute for determination in accordance with such section is submitted.
- (3) All airline service providers performing covered airport services at the Airport on or after January 1, 2016, must enter into an airline service provider agreement pursuant to this Ordinance.

(c) *Information distributed.* All requests for bids, requests for proposals, or requests for letters of interest for service contracts, whether advertised or informally solicited, shall include appropriate information about the requirements of this article and a form which vendors may request an exemption from reporting requirements pursuant to Section 26-103(e).

(d) *Maintenance of payroll records.* Each covered employer shall maintain payroll records for all covered employees and shall preserve them for a period of three (3) years from the date of termination of any County service contract. The records shall contain:

- (1) The name and address of each covered employee;
- (2) The job title and classification;
- (3) The number of hours worked each day;
- (4) The gross wages earned and deductions made;
- (5) Annual wages paid;
- (6) A copy of the covered employer's social security returns and evidence of payment thereof;

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- (7) A record of fringe benefit payments, including covered employee and covered employer contributions to employer-approved plans; and
  - (8) Any other data or information the County Administrator may require from time to time.
- (e) *Reporting payroll.* Every six (6) months, the covered employer shall file with the contract administrator a complete payroll showing the covered employer's payroll records for each covered employee working on the contract(s) for covered services and for covered airport services for at least one (1) payroll period. Upon request, the covered employer shall produce for inspection and copying its payroll records for any or all of its covered employees for the prior three (3) year period. A covered employer is exempt from this reporting requirement if the term of the contract for covered services or for covered airport services is six (6) months or less.
- (f) *Exemption.* A covered employer who routinely pays the living wage to all of its covered employees that work a minimum of twenty (20) hours per week in a covered services category or for covered airport services may obtain an exemption from the requirement under Section 26-103(d) to report and file payroll records every six (6) months in the manner set forth below. If requested by a covered employer on a form available from the County's Purchasing Division and if the covered employer provides a notarized compliance affidavit attesting that its wages for covered employees are at least equal to the amount of the living wage, the County's Purchasing Division Director is authorized to grant, in writing, a whole or partial exemption from the requirement to report and file payroll records every six (6) months with the contract administrator as follows:
- (1) An exemption shall be granted where the covered employer demonstrates that its covered employees have been continuously paid the applicable living wage or a higher wage for at least one (1) year prior to entering into the service contract. The covered employer may demonstrate that its covered employees have been paid the applicable living wage by submitting payroll records or pay scale records (by job classification); or
  - (2) An exemption shall be granted where the covered employer demonstrates to the satisfaction of the County's Purchasing Division Director that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a collective bargaining agreement.
  - (3) When granted, the covered employer shall not acquire a property right or property interest in continuing the exception, and the County shall have the absolute right to cancel the exemption at any time upon notice to the covered employer. An exemption may be canceled at any time by the County's Purchasing Division Director by giving the covered employer written notice of such cancellation.
  - (4) If an exemption is granted under this subsection, the exemption shall not affect the covered employer's obligation to produce its payroll records for any or all of its covered employees for inspection and copying for any three-year period permitted by Section 26-103(d) when requested by the County's authorized employees, agents, and representatives.
  - (5) By requesting and receiving an exemption, a covered employer acknowledges and agrees that its failure to pay its covered employees the living wage or its failure to otherwise comply with any remaining nonexempt obligation to its service contract or this article shall constitute a default under, and a breach of, the service contract for which the exemption was granted.

(Ord. No. 2002-45, § 4, 10-8-02; Ord. No. 2008-45, § 1, 10-7-08; Ord. No. 2015-41, § 3, 10-13-15)

#### **Sec. 26-104. Compliance and enforcement.**

- (a) *Service contractor to cooperate.* A service contractor shall permit County employees, agents, or representatives to observe work being performed at, in, or on the project or matter for which the service

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contractor has a contract. The County employees, agents, or representatives may examine the books and records of the service contractor relating to employment and payroll to determine whether the service contractor is in compliance with the provisions of this article.

- (b) *Complaint procedures and sanctions.* A covered employee or subcontractor of a service contractor who believes that this article applies or applied to him, her, or it, and who also believes the responsible service contractor is not or was not complying with requirements of this article that would benefit him, her, or it, has a right to complain by filing a written complaint. The County Administrator shall establish by Administrative Rule the procedures and requirements for filing a complaint and for the processing and resolution of complaints under this section, including the sanctions to be imposed for violations of this section.
- (c) *Private right of action against service contractors.* Any covered employee or subcontractor of a service contractor, or any person or subcontractor who was formerly a covered employee or subcontractor of a service contractor, may, instead of the County procedure set forth in subsection (b), but not in addition to such procedure, bring an action by filing suit against the covered employer in a court of competent jurisdiction to enforce the provisions of this article, and may be awarded back pay, benefits, attorney's fees, and costs. The applicable statute of limitations for such a claim will be two (2) years as provided in Subsection 95.11(4)(c), Florida Statutes, as may be amended from time to time, in an action for payment of wages. The court may also impose sanctions on the covered employer, including those persons or entities aiding or abetting the covered employer, to include wage restitution to the affected employee and damages payable to the affected employee in the sum of up to Five Hundred Dollars (\$500.00) a day but not to exceed One Thousand Dollars (\$1,000.00) for each week each covered employer is found to have violated this article.
- (d) *Sanctions against service contractors.* For violations of this article as determined by the procedures set forth by Administrative Rule, the County may sanction a service contractor by requiring the service contractor to pay wage restitution to the affected employee or subcontractor. The County may also sanction the service contractor in at least one (1) of the following additional ways:
  - (1) Damages payable to the County in the sum of up to Five Hundred Dollars (\$500.00) a day but not exceed One Thousand Dollars (\$1,000.00) for each week for each covered employee or subcontractor found to have not been paid in accordance with this article;
  - (2) The County may suspend or terminate payment under the subject contract or terminate the contract with the service contractor;
  - (3) The County may declare the service contractor ineligible for future service contracts for five (5) years or until all damages and restitution have been paid in full, whichever is longer. In addition, any employer shall be ineligible for County service contracts where a principal officer of such employer was a principal officer of a service contractor who has been declared ineligible under this article; and
  - (4) All such sanctions recommended or imposed shall be a matter of public record.
- (e) *Retaliation and discrimination barred.* An employer shall not discharge, reduce the compensation of, or otherwise discriminate against any employee or subcontractor for filing a complaint in accordance with this article or for otherwise asserting his, her, or its rights under this article. Allegations of retaliation or discrimination, if found to be true by the County Administrator, pursuant to the procedures established by Administrative Rule, or by a court of competent jurisdiction under subsection (c), shall result in an order of restitution and reinstatement of a discharged employee with back pay to the date of the violation, or such other relief as deemed appropriate. In addition, the County Administrator or the court may impose an additional sanction of up to Five Hundred Dollars (\$500.00) a day but not to exceed One Thousand Dollars (\$1,000.00) for each week since the covered employee or subcontractor was discharged or terminated, the compensation was reduced, or other discrimination occurred as a result of retaliation prohibited by this article.

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- (f) *Remedies herein non-exclusive.* Except as provided in Subsection 26-104(c) no remedy set forth in this article is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce any right under this article in a court of law.

(Ord. No. 2002-45, § 5, 10-8-02; Ord. No. 2008-45, § 1, 10-7-08)

**Section 26-105. Living wage advisory board created; composition, terms; duties; and organization.**

- (a) There is hereby created the Living Wage Advisory Board which shall be composed of nine (9) members appointed by the Board of County Commissioners.
- (b) Each County Commissioner shall nominate one (1) member to the Living Wage Advisory Board using the categorical draw method established by the Intergovernmental Affairs/Boards Section, which nominations are subject to appointment by the Board of County Commissioners. The required membership categories are as follows:
- (1) No more than four (4) members shall be representatives of the business community.
  - (2) Of the members representing the business community, at least two (2) members shall be representatives of service contractors, with at least one (1) such service contractor also being a covered employee.

For purposes of this subsection, "business community" shall not include a nonprofit entity that is recognized by the Federal Internal Revenue Service as exempt from payment of federal income taxes.

- (c) The provisions of Section 1-233, Broward County Code of Ordinances, shall apply to the Living Wage Advisory Board.
- (d) The Living Wage Advisory Board shall review the implementation and effectiveness of this article and advise the Board of County Commissioners of the same, together with any recommendations for amendments hereto.
- (e) The Living Wage Advisory Board shall elect a Chair and Vice-Chair and promulgate rules necessary to conduct the business of the Living Wage Advisory Board.

(Ord. No. 2002-45, § 6, 10-8-02; Ord. No. 2008-45, § 1, 10-7-08; Ord. No. 2018-09 , § 7, 2-6-18)

**Secs. 26-106—26-120. Reserved.**



**INTERGOVERNMENTAL AFFAIRS/BOARDS SECTION**

100 S. Andrews Avenue, 8<sup>th</sup> Floor • Fort Lauderdale, Florida 33301 • 954-357-7575

April 1, 2022

James M. Ryan  
1330 NW 122 Avenue  
Pembroke Pines, Florida

Dear Mr. Ryan:

We have been notified of your resignation from the Living Wage Advisory Board, effective immediately. On behalf of the Broward County Board of County Commissioners, please accept my sincere appreciation for the time and effort you have given to improve the quality of life in Broward County by serving on this board.

The entire Board of County Commissioners thanks you for your service and look forward to your continued participation in our community. A Certificate of Appreciation will be sent to you, under separate cover.

Sincerely,

A handwritten signature in blue ink that reads "Naomi Labaty". The signature is written in a cursive style and is enclosed within a hand-drawn blue oval.

Naomie Labaty  
Boards Administrator

C: Commissioner Steve Geller  
C. Marty Cassini, Manager, Intergovernmental Affairs/Boards Section  
Lucy Garcia, Board Coordinator, Living Wage Advisory Board



2022  
LIVING WAGE ADVISORY BOARD MEETINGS

*(These are the quarterly meetings (First Wednesday of the month) for 2022*

MARCH 2, 2022

JUNE 1, 2022

SEPTEMBER 7, 2022

DECEMBER 7, 2022